

**RECORDING SUPPLEMENT TO
OPERATING AGREEMENT AND FINANCING STATEMENT**

THIS AGREEMENT, entered into by and between Chesapeake Appalachia, L.L.C., hereinafter referred to as "Operator," and the signatory party or parties other than Operator, hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A-1" and Exhibit "A-2" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A-1" and Exhibit "A-2";

WHEREAS, the parties hereto have executed an Operating Agreement dated October 8, 2010 (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

1. This agreement supplements the Operating Agreement, ~~which Agreement in its entirety is incorporated herein for reference~~, and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.

2. The parties do hereby agree that:

- A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.
- B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.
- C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.
- D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A," all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.
- E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.
- F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.
- G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers.

This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.

- H. The parties shall have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.
- I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.
- J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.
- K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.

3. The parties hereby grant reciprocal liens and security interests as follows:

- A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.
- B. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement and the Operating Agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement and the

Memo on Chesapeake Energy d.o.c.

Operating Agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.

- C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interest or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.
- D. If any party fails to pay its share of expenses within one hundred-twenty (120) days after rendition of a statement therefor by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available under the Operating Agreement or otherwise.
- E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisal of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder or under the Operating Agreement, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.
- F. The lien and security interest granted in this paragraph 3 supplements identical rights granted under the Operating Agreement.
- G. Each party agrees that the other parties shall be entitled to utilize the provisions of Oil and Gas lien law or other lien law of any state in which the Contract Area is situated to enforce the obligations of each party hereunder and under the Operating Agreement. Without limiting the generality of the foregoing, to the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials supplied by Operator.
- H. The above described security may be financed at the wellhead of the well or wells located on the Contract Area and this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation statement as necessary under the Uniform Commercial Code, or other state laws.
- 4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial obligations.
- 5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden the interest transferred to secure payment of any such obligations.
- 6. Notwithstanding anything herein to the contrary, in the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.
- 7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein.

8.—Other Provisions:

Jan Pest
MARSHALL County 10:37:55 AM
Instrument No 1295563
Date Recorded 11/24/2010
Document Type O&G
Pages Recorded 8
Book-Page 714-363
Recording Fee \$13.00
Additional \$6.00

George M. Bradley, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below is identical to the AAPL Form 610RS-1989 Model Form Recording Supplemental to Operating Agreement and Financing Statement, as published in computerized forms by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertions ~~and that are clearly recognizable as changes in Articles~~ have been made to the form.

IN WITNESS WHEREOF, this agreement shall be effective as of commencement of operations of the initial well.

ATTEST OR WITNESS:

CHESAPEAKE APPALACHIA, L.L.C.,
OPERATOR

By

Henry J. Hood

Type or print name

Title Senior Vice President - Land and Legal & General Counsel

Date

Tax ID or S.S. No. 20-3774650

ATTEST OR WITNESS:

STATOIL USA ONSHORE PROPERTIES INC.,
NON-OPERATORS

By

M. K. Williams

Type or print name

Title Land Manager - Onshore Gas

Date

Tax ID or S.S. No. FEIN 26-3666667

ACKNOWLEDGMENT

OPERATOR:

STATE OF OKLAHOMA)

) ss.

COUNTY OF OKLAHOMA)

On this, the 8th day of Oct., 20 10, before me Sally Glenn, the undersigned officer, personally appeared Henry J. Hood, who acknowledged himself to be the Senior Vice President - Land and Legal & General Counsel of Chesapeake Appalachia, L.L.C., a corporation, and that he as such Senior Vice President - Land and Legal & General Counsel, being authorized to do so, executed foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Senior Vice President - Land and Legal & General Counsel.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 4/16/14
 Signature/Notary Public: Sally Glenn
 Name/Notary Public (print): SALLY GLENN



ACKNOWLEDGMENT

NON-OPERATOR:

STATE OF TEXAS)

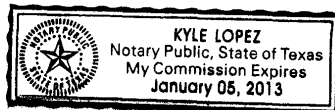
) ss.

COUNTY OF HARRIS)

On this, the 17th day of Nov., 20 10, before me Kyle Lopez, the undersigned officer, personally appeared M. K. Williams, who acknowledged himself to be the Land Manager - Onshore Gas of Statoil USA Onshore Properties Inc., a corporation, and that he as such Land Manager - Onshore Gas, being authorized to do so, executed foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Land Manager - Onshore Gas.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 1/5/2013
 Signature/Notary Public: Kyle Lopez
 Name/Notary Public (print): Kyle Lopez



This document prepared by:
 Chesapeake Appalachia, L.L.C.
 6100 N. Western Avenue
 P.O. Box 18496
 Oklahoma City, OK 73118

EXHIBIT "A-1"

Attached to and made a part of the Recording Supplement to Operating Agreement and Financing Statement dated October 8, 2010, by and between
Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc.

Ray Baker Unit
Liberty and Meade Districts
Marshall County, West Virginia

CHESAPEAKE APPALACHIA, L.L.C. / STATOIL USA ONSHORE PROPERTIES INC. - JOINT LEASES CONTRIBUTED									
CHESAPEAKE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION	DISTRICT	COUNTY	TAX MAP PARCEL ID NUMBERS	TITLED ACRES	NET ACRES IN UNIT
1-254923-000	Hermit R Yeater	The Manufacturers Light and Heat Company	01/15/1964	Book 363, Page 459	Liberty	Marshall	07-17-36 07-17-1,1 07-17-1,3 07-17-1,4 07-17-1,5 07-17-1,6 07-17-1,8 07-17-39.3	314.000000	75.279633
1-254930-000	Hobson Teagarden and Ersel R Teagarden, Fioella Teagarden Grathwell and Sam Grathwell	The Manufacturers Light and Heat Company	02/25/1952	Book 272, Page 222	Liberty	Marshall	07-17-36 07-17-39.1 07-17-39.5 07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	140.266250	0.046788
1-287653-001	Christi Y Reece, a/k/a Christi Reece	Chesapeake Appalachia, L.L.C.	09/02/2009	Book 690, Page 232	Liberty	Marshall	07-17-39.1 07-17-39.1 07-17-39.5 07-17-39.5	31.138000	4.371657
1-287653-002	Elmore Yeater Haberbosch, a/k/a Elmore Yeater Haberbosch	Chesapeake Appalachia, L.L.C.	09/03/2009	Book 690, Page 183	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	31.138000	1.457231
1-287653-003	Patricia A Gultuz	Chesapeake Appalachia, L.L.C.	09/12/2009	Book 692, Page 242	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	31.138000	0.273229
1-287653-004	Catherine Maxine Cook	Chesapeake Appalachia, L.L.C.	09/15/2009	Book 690, Page 248	Liberty	Marshall	07-17-39.1 07-17-39.1 07-17-39.5 07-17-39.5	31.138000	0.485779
1-287653-005	Sharon L Smith	Chesapeake Appalachia, L.L.C.	09/24/2009	Book 692, Page 333	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	31.138000	0.273229
1-287653-006	Donald Brooks Wesley	Chesapeake Appalachia, L.L.C.	09/29/2009	Book 690, Page 125	Liberty	Marshall	07-17-39.5 07-17-39.5 07-17-39.5 07-17-39.5	31.138000	0.485779
1-287653-007	Diana S Grafton	Chesapeake Appalachia, L.L.C.	09/29/2009	Book 692, Page 336	Liberty	Marshall	07-17-39.5 07-17-39.5 07-17-39.5 07-17-39.5	31.138000	0.273229
1-287653-008	Fredrick M Yeater	Chesapeake Appalachia, L.L.C.	10/21/2009	Book 691, Page 491	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	31.138000	0.242889
1-287653-009	Page D Hunt, a/k/a Page David Hunt	Chesapeake Appalachia, L.L.C.	10/21/2009	Book 691, Page 481	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	31.138000	0.242889
1-287653-010	Carole G Rosenberry	Chesapeake Appalachia, L.L.C.	11/20/2009	Book 694, Page 67	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	31.138000	0.637405
1-254919-000	Hermit R Yeater, C T Yeater and I B Yeater	The Manufacturers Light and Heat Company	01/15/1964	Book 363, Page 451	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	10.000000	10.000000
1-288010-001	Elmore Yeater Haberbosch	Chesapeake Appalachia, L.L.C.	09/03/2009	Book 690, Page 177	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	46.000000	2.506113
1-288010-002	Catherine Maxine Cook	Chesapeake Appalachia, L.L.C.	09/15/2009	Book 690, Page 138	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	46.000000	0.835431
1-288010-003	Patricia A Gultuz	Chesapeake Appalachia, L.L.C.	09/12/2009	Book 692, Page 245	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	46.000000	0.485992
1-288010-004	Sharon L Smith	Chesapeake Appalachia, L.L.C.	09/24/2009	Book 692, Page 339	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	46.000000	0.485992
1-288010-005	Diana S Grafton	Chesapeake Appalachia, L.L.C.	09/29/2009	Book 692, Page 330	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	46.000000	0.485992
1-288010-006	Donald Brooks Wesley	Chesapeake Appalachia, L.L.C.	09/29/2009	Book 690, Page 119	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	46.000000	0.835431
1-288010-007	Fredrick M Yeater	Chesapeake Appalachia, L.L.C.	10/21/2009	Book 691, Page 478	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	46.000000	0.417716
1-288010-008	Page D Hunt, a/k/a Page David Hunt	Chesapeake Appalachia, L.L.C.	10/21/2009	Book 694, Page 59	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	46.000000	1.086195
1-288010-009	Carole G Rosenberry	Chesapeake Appalachia, L.L.C.	11/20/2009	Book 694, Page 61	Liberty	Marshall	07-17-39.1 07-17-39.5 07-17-39.5 07-17-39.5	46.000000	99.131789
1-254774-000	George N Yoho	The Manufacturers Light and Heat Company	01/03/1962	Book 353, Page 91	Liberty	Marshall	07-18-1 07-18-10 07-18-11 07-18-11	30.000000	8.523325
1-254780-000	George N Yoho	The Manufacturers Light and Heat Company	02/13/1952	Book 272, Page 174	Liberty	Marshall	07-18-10 07-18-11 07-18-11 07-18-11	120.560000	29.149694
1-282319-001	OE Burge and Sarah Lou Burge	Chesapeake Appalachia, L.L.C.	11/23/2009	Book 695, Page 605	Liberty	Marshall	07-18-11 07-18-11 07-18-11 07-18-11	120.560000	7.773252
1-282319-002	Mark W Yoho	Chesapeake Appalachia, L.L.C.	11/18/2009	Book 694, Page 16	Liberty	Marshall	07-18-11 07-18-11 07-18-11 07-18-11	120.560000	7.773252
1-282319-003	Donna V Yoho	Chesapeake Appalachia, L.L.C.	11/20/2009	Book 694, Page 11	Liberty	Marshall	07-18-11 07-18-11 07-18-11 07-18-11	120.560000	7.773252

EXHIBIT "A-1"
 Attached to and made a part of the Recording Supplement to Operating Agreement and Financing Statement dated October 8, 2010, by and between
 Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties, Inc.
 Ray Baker Unit
 Liberty and Meade Districts
 Marshall County, West Virginia

CHESAPEAKE APPALACHIA, L.L.C. / STATOIL USA ONSHORE PROPERTIES INC. - JOINT LEASES CONTRIBUTED									
CHESAPEAKE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION	DISTRICT	COUNTY	TAX MAP PARCEL ID NUMBERS	TITLED ACRES	NET ACRES IN UNIT
1-292319-004	Janice N Haudenschildt	Chesapeake Appalachia, L.L.C.	11/30/2009	Book 694, Page 6	Liberty	Marshall	p/o 07-18-11	120.560000	7.773252
1-292319-005	Nicoletta Millicia Bloodworth	Chesapeake Appalachia, L.L.C.	11/30/2009	Book 694, Page 11	Liberty	Marshall	p/o 07-18-11	120.560000	2.591094
1-292319-006	Twila Ora Whipkey	Chesapeake Appalachia, L.L.C.	12/11/2009	Book 694, Page 318	Liberty	Marshall	p/o 07-18-11	120.560000	19.433129
1-292319-007	Dewey A Millicia	Chesapeake Appalachia, L.L.C.	12/22/2009	Book 694, Page 361	Liberty	Marshall	p/o 07-18-11	120.560000	2.591094
1-292319-008	Dana Humphreys	Chesapeake Appalachia, L.L.C.	12/24/2009	Book 694, Page 366	Liberty	Marshall	p/o 07-18-11	120.560000	2.591094
1-292319-009	Paul F Hammers	Chesapeake Appalachia, L.L.C.	11/9/2010	Book 700, Page 86	Liberty	Marshall	p/o 07-18-11	120.560000	9.716565
1-292319-010	Jack R Hammers	Chesapeake Appalachia, L.L.C.	11/21/2010	Book 697, Page 78	Liberty	Marshall	p/o 07-18-11	120.560000	9.716565
1-293464-001	Michael Lee Pulliam	Chesapeake Appalachia, L.L.C.	11/6/2010	Book 697, Page 143	Liberty	Marshall	p/o 07-18-11	8.500000	1.052628
1-254829-000	George N Yoho	The Manufacturers Light and Heat Company	03/19/1952	Book 272, Page 210	Liberty	Marshall	p/o 07-18-13	128.000000	45.038627
1-234837-001	Ocal J Miller	Chesapeake Appalachia, L.L.C.	11/21/2006	Book 657, Page 210	Liberty	Marshall	07-18-14	128.620000	4.150871
1-234837-002	William M Knowles and Phillip G Knowles	Chesapeake Appalachia, L.L.C.	11/18/2006	Book 657, Page 385	Liberty	Marshall	07-18-14	128.620000	4.150871
1-234778-000	Clarence Yoho and Anna Yoho	The Manufacturers Light and Heat Company	01/03/1962	Book 353, Page 95	Liberty	Marshall	p/o 07-18-3	83.750000	51.880428
1-228967-001	O E Burge	Chesapeake Appalachia, L.L.C.	04/27/2006	Book 653, Page 657	Liberty	Marshall	07-18-12	105.000000	13.583033
1-228967-002	Twila Ora Whipkey	Chesapeake Appalachia, L.L.C.	05/15/2006	Book 654, Page 384	Liberty	Marshall	07-18-11	5.433172	2.716689
1-228967-003	Paul F Hammers	Chesapeake Appalachia, L.L.C.	06/05/2006	Book 654, Page 380	Liberty	Marshall	07-18-11	105.000000	2.716689
1-228967-004	Levonda Lee Emery	Chesapeake Appalachia, L.L.C.	06/16/2006	Book 654, Page 674	Liberty	Marshall	07-18-11	105.000000	2.459586
1-228967-005	Jack R Hammers	Chesapeake Appalachia, L.L.C.	06/16/2006	Book 655, Page 1	Liberty	Marshall	07-18-11	105.000000	2.716689
1-228967-006	Toni Jo Mason	Chesapeake Appalachia, L.L.C.	06/17/2006	Book 655, Page 3	Liberty	Marshall	07-18-11	105.000000	1.358345
1-228967-007	Erica M Mason	Chesapeake Appalachia, L.L.C.	04/21/2009	Book 682, Page 213	Liberty	Marshall	07-18-11	105.000000	1.358345
1-229115-000	Donald Terry Teagarden	Chesapeake Appalachia, L.L.C.	05/11/2006	Book 654, Page 378	Liberty	Marshall	07-18-9	247.050000	7.784697
1-229115-001	Hayhurst Company	Chesapeake Appalachia, L.L.C.	10/13/2009	Book 693, Page 190	Liberty	Marshall	07-18-9	247.050000	1.556939
1-229115-002	Hubert Louis Wade	Chesapeake Appalachia, L.L.C.	10/08/2009	Book 693, Page 612	Liberty	Marshall	07-18-9	247.050000	1.556939
1-229115-003	Nila Joanne Wade	Chesapeake Appalachia, L.L.C.	10/08/2009	Book 694, Page 89	Liberty	Marshall	07-18-9	247.050000	1.556939
1-229115-004	O W Young	Chesapeake Appalachia, L.L.C.	11/30/2009	Book 694, Page 129	Liberty	Marshall	07-18-9	247.050000	1.556939
1-254915-000	I G Logsdon and N E Logsdon	The Manufacturers Light and Heat Company	04/41/1916	Book 147, Page 280	Meade	Marshall	09-17-10	56.400000	0.227447
1-254915-000	Victor Lee Richmond and Margaret C Richmond	The Manufacturers Light and Heat Company	11/06/1963	Book 363, Page 371	Meade	Marshall	09-17-31	35.290000	14.929377
1-282017-000	Karen K Williams	Chesapeake Appalachia, L.L.C.	6/23/2009	Book 685, Page 624	Meade	Marshall	p/o 9-17-33	76.000000	1.065784
1-282017-001	Jessica Wheaton, aka Jessie Wheaton	Chesapeake Appalachia, L.L.C.	6/23/2009	Book 684, Page 29	Meade	Marshall	p/o 9-17-33	76.000000	0.353581
1-282017-002	Karen Cecil	Chesapeake Appalachia, L.L.C.	7/14/2009	Book 685, Page 196	Meade	Marshall	p/o 9-17-33	76.000000	0.213024
1-282017-003	Lu Anne Bonar, aka Luanne Bonar	Chesapeake Appalachia, L.L.C.	7/20/2009	Book 685, Page 199	Meade	Marshall	p/o 9-17-33	76.000000	0.353581
1-282017-005	Gary S McDowell	Chesapeake Appalachia, L.L.C.	7/30/2009	Book 686, Page 324	Meade	Marshall	p/o 9-17-33	76.000000	1.569485
1-282017-006	Phyllis Richmond	Chesapeake Appalachia, L.L.C.	7/30/2009	Book 686, Page 327	Meade	Marshall	p/o 9-17-33	76.000000	1.569485
1-282017-007	Lisa Ann McDowell	Chesapeake Appalachia, L.L.C.	7/31/2009	Book 687, Page 210	Meade	Marshall	p/o 9-17-33	76.000000	0.213024
1-282017-008	Jennifer Wheaton	Chesapeake Appalachia, L.L.C.	8/6/2009	Book 687, Page 133	Meade	Marshall	p/o 9-17-33	76.000000	0.353581
1-282017-009	David McDowell	Chesapeake Appalachia, L.L.C.	9/3/2009	Book 690, Page 186	Meade	Marshall	p/o 9-17-33	76.000000	0.213024
1-282017-010	Timothy McDowell	Chesapeake Appalachia, L.L.C.	9/9/2009	Book 690, Page 189	Meade	Marshall	p/o 9-17-33	76.000000	0.213024
1-282017-011	Garen McDowell	Chesapeake Appalachia, L.L.C.	10/8/2009	Book 690, Page 529	Meade	Marshall	p/o 9-17-33	76.000000	1.065784
1-282017-012	Alma L Van Soyoc	Chesapeake Appalachia, L.L.C.	10/28/2009	Book 690, Page 533	Meade	Marshall	p/o 9-17-33	76.000000	1.065784
1-282017-013	Oral M Mickey	Chesapeake Appalachia, L.L.C.	12/27/2009	Book 694, Page 136	Meade	Marshall	p/o 9-17-33	76.000000	1.065784
1-282017-014	Lloyd R Evans	Chesapeake Appalachia, L.L.C.	6/22/2009	Book 683, Page 640	Meade	Marshall	09-17-37	70.230000	0.121444
1-284492-001	Tom Goultsberry	Chesapeake Appalachia, L.L.C.	6/22/2009	Book 683, Page 631	Meade	Marshall	09-17-37	70.230000	0.485555
1-284492-002	Charlotte Crow	Chesapeake Appalachia, L.L.C.	6/22/2009	Book 684, Page 95	Meade	Marshall	09-17-37	70.230000	0.364332
1-284492-003	Edna Goultsberry	Chesapeake Appalachia, L.L.C.	6/22/2009	Book 684, Page 95	Meade	Marshall	09-17-37	70.230000	0.364332

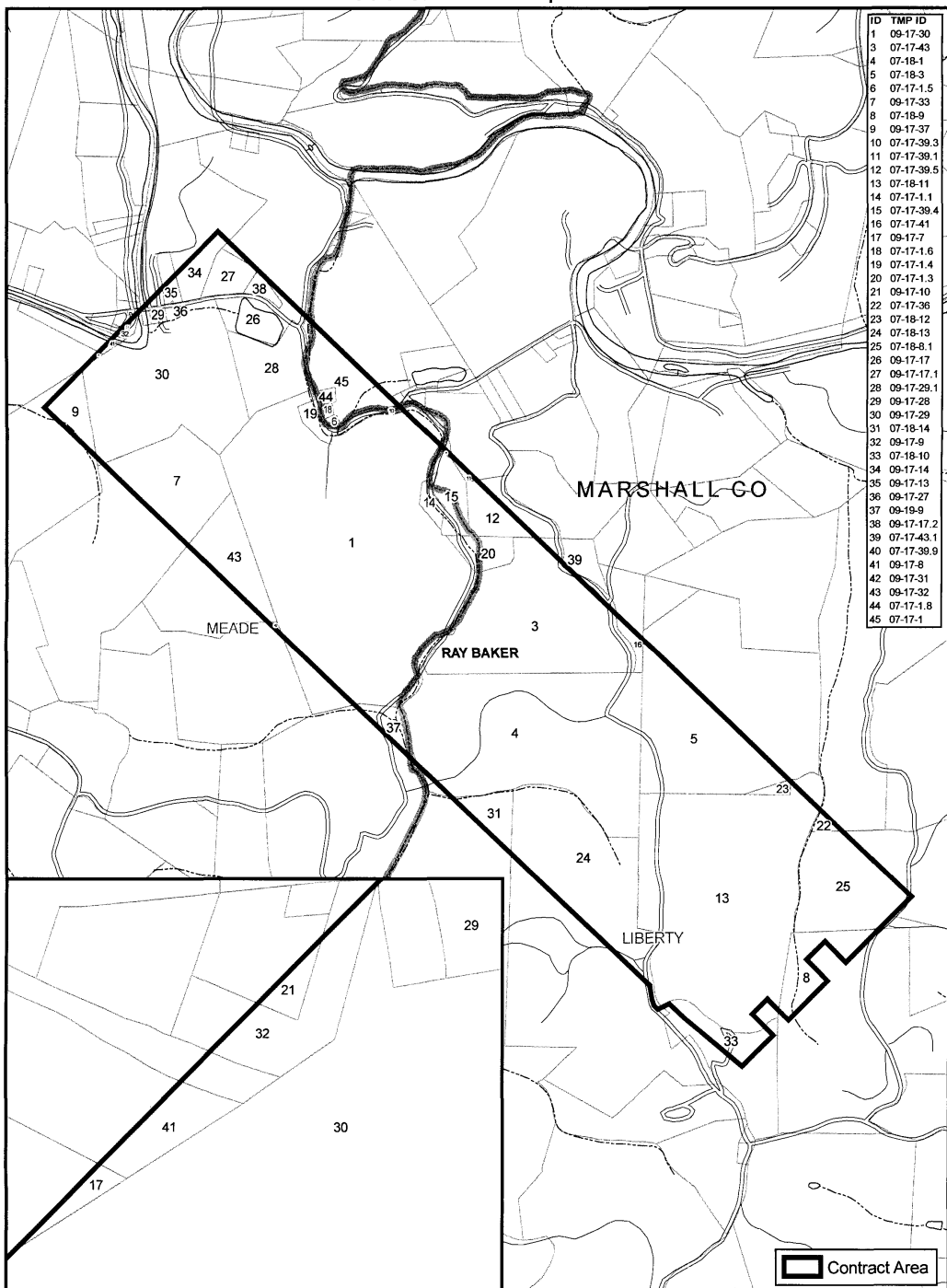
EXHIBIT "A-1"
Attached to and made a part of the Recording Supplement to Operating Agreement and Financing Statement dated October 8, 2010, by and between
Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc.

Ray Baker Unit
Liberty and Meade Districts
Marshall County, West Virginia

CHESAPEAKE APPALACHIA, L.L.C. / STATOIL USA ONSHORE PROPERTIES INC. - JOINT LEASES CONTRIBUTED									
CHESAPEAKE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION	DISTRICT	COUNTY	TAX MAP PARCEL ID NUMBERS	TITLED ACRES	NET ACRES IN UNIT
1-284492-004	Joe Gouldsberry	Chesapeake Appalachia, L.L.C.	6/22/2009	Book 683, Page 637	Meade	Marshall	09-17-37	70.230000	0.121444
1-284492-005	Mary E Chambers, aka/ia Mary Ellen Chambers	Chesapeake Appalachia, L.L.C.	11/13/2009	Book 684, Page 82	Meade	Marshall	09-17-37	70.230000	0.364332
1-284492-006	Joanne Fox	Chesapeake Appalachia, L.L.C.	6/22/2009	Book 683, Page 634	Meade	Marshall	09-17-37	70.230000	0.182124
1-284492-007	Melina Aston	Chesapeake Appalachia, L.L.C.	7/17/2009	Book 685, Page 187	Meade	Marshall	09-17-37	70.230000	0.060680
1-284492-008	Gloris Van Soyoc	Chesapeake Appalachia, L.L.C.	7/17/2009	Book 685, Page 180	Meade	Marshall	09-17-37	70.230000	0.060680
1-284492-009	Angela Yoho	Chesapeake Appalachia, L.L.C.	7/21/2009	Book 685, Page 193	Meade	Marshall	09-17-37	70.230000	0.060680
1-284492-010	Ryan J Riddle and Michele L Riddle	Chesapeake Appalachia, L.L.C.	8/24/2009	Book 687, Page 225	Meade	Marshall	09-17-37	70.230000	2.914894
1-284492-011	Flossie P Rutan	Chesapeake Appalachia, L.L.C.	9/28/2009	Book 690, Page 266	Meade	Marshall	09-17-37	70.230000	0.364332
1-288663-001	Alma L Van Soyoc, aka/ia Alma Lee Vansoyoc	Chesapeake Appalachia, L.L.C.	10/22/2009	Book 692, Page 404	Meade	Marshall	09-17-7	88.000000	0.000682
1-288663-002	Opal M Mickey, aka/ia Opal Marie Mickey	Chesapeake Appalachia, L.L.C.	10/28/2009	Book 690, Page 631	Meade	Marshall	09-17-7	88.000000	0.000682
1-289663-003	Lloyd R Evans	Chesapeake Appalachia, L.L.C.	12/14/2009	Book 694, Page 526	Meade	Marshall	09-17-7	88.000000	0.000682
1-254856-000	Paige Yoho and Betty Yoho, Dorothy Logsdon, Mary McMillian and Glen McMillian, Edith Franklin Lady and Beula Franklin	The Manufacturers Light and Heat Company	05/28/1962	Book 360, Page 262	Meade	Marshall	09-19-9	98.730000	4.314563
1-288010-010	Rox W Simmons, II and Beth Ann Simmons	Chesapeake Appalachia, L.L.C.	09/14/2010	Pending	Liberty	Marshall	07-17-39.9 07-17-41	46.000000	7.518279
1-254765-000	Clarence Yoho and Anna Yoho	The Manufacturers Light and Heat Company	01/03/1962	Book 353, Page 87	Liberty	Marshall	07-17-43.1	70.000000	55.207587
1-292319-011	Erica M Mason	Chesapeake Appalachia, L.L.C.	6/15/2010	Pending	Liberty	Marshall	p/o 07-18-11	120.560000	4.858282
1-292319-012	Toni Jo Mason	Chesapeake Appalachia, L.L.C.	6/15/2010	Pending	Liberty	Marshall	p/o 07-18-11	120.560000	4.858282
1-293464-005	James S Pulliam Jr	Chesapeake Appalachia, L.L.C.	6/10/2010	Pending	Liberty	Marshall	p/o 07-18-11	8.500000	1.062628
1-293464-006	Dorothy M Waseanen Knutson	Chesapeake Appalachia, L.L.C.	6/11/2010	Pending	Liberty	Marshall	p/o 07-18-11	8.500000	1.062628
1-293464-007	Bonnie Jean McGaha	Chesapeake Appalachia, L.L.C.	6/11/2010	Pending	Liberty	Marshall	p/o 07-18-11	8.500000	1.062628
1-293464-002	Ralph Dean Mercer and Kimberly Kay Mercer	Chesapeake Appalachia, L.L.C.	07/28/2010	Pending	Meade	Marshall	09-17-9	29.210000	0.918951
1-293464-003	William P Koloski	Chesapeake Appalachia, L.L.C.	4/5/2010	Book 701, Page 291	Liberty	Marshall	p/o 07-18-11	8.500000	1.416497
1-293464-004	Carol L Windand	Chesapeake Appalachia, L.L.C.	4/5/2010	Book 701, Page 287	Liberty	Marshall	p/o 07-18-11	8.500000	1.416497
1-293464-005	Cheryl A Childers	Chesapeake Appalachia, L.L.C.	4/5/2010	Book 701, Page 283	Liberty	Marshall	p/o 07-18-11	8.500000	1.416497
1-282017-015	Rae S Baker	Chesapeake Appalachia, L.L.C.	11/22/2010	Book 702, Page 206	Meade	Marshall	p/o 8-17-33	76.000000	12.767904

EXHIBIT "A-2"

Attached to and made a part of the Recording Supplement to Operating Agreement and Financing Statement dated October 8, 2010, by and between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc.



ID	TMP ID
1	09-17-30
2	07-17-43
3	07-18-1
4	07-18-3
5	07-17-1.5
6	09-17-33
7	07-18-9
8	09-17-37
9	07-17-39.3
10	07-17-39.1
11	07-17-39.5
12	07-18-11
13	07-17-1.1
14	07-17-39.4
15	07-17-41
16	09-17-7
17	07-17-1.6
18	09-17-1.4
19	07-17-1.3
20	09-17-10
21	07-17-36
22	07-18-12
23	07-18-13
24	07-18-1
25	07-17-17.1
26	09-17-29.1
27	09-17-28
28	09-17-29
29	07-18-14
30	09-17-9
31	07-18-10
32	09-17-14
33	09-17-13
34	09-17-27
35	09-19-9
36	09-17-17.2
37	07-17-43.1
38	07-17-39.9
39	09-17-8
40	09-17-31
41	09-17-32
42	07-17-1.8
43	07-17-1
44	07-17-1
45	07-17-1

Contract Area

Ray Baker Common Pad
Marshall Co., WV

1 inch = 1,500 feet

0 375 750 1,500 2,250
Feet



X:\GIS\Land\Eastern Division\Central District\Exhibits\Ray Baker\Ray Baker REC.mxd

Date: 10/7/2010
Projection: NAD 1983 UTM Zone 17N

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 8th day of October, 2010, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 24th day of November, 2010 at 10:37 o'clock A.M.

TESTE: Jan Pest Clerk.